

Northern Virginia Mental Health Institute
INVITATION FOR BID
IFB #: 728: 4-05

ISSUE DATE: April 4, 2005

COMMODITY CODE: 91027

TITLE: REFUSE & RECYCLING COLLECTION SERVICE

ISSUING AGENCY ADDRESS: COMMONWEALTH OF VIRGINIA
Northern Virginia Mental Health Institute
3302 Gallows Road
Falls Church, Virginia 22042

PERIOD OF CONTRACT: July 1, 2005 – June 30, 2006 Renewable in accordance with Section V.

BIDS WILL BE RECEIVED UNTIL: 1:00 PM / EST May 2nd, 2005 for Furnishing the Services and Equipment as Described Herein And Then Opened in Public.

ALL INQUIRIES FOR INFORMATION PERTAINING TO THE INVITATION FOR BID SHALL BE DIRECTED TO: Charles F. Schefflien (703) 207-7115 charles.schefflien@nvmhi.dmhmrzas.virginia.gov

CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

Business License # _____ Type _____

In Compliance With This Invitation For Bid and to All the Conditions Imposed Herein, The undersigned Offers and Agrees to Furnish the Services Described Herein At the Cost Indicated in Pricing Schedule, VI.

Name And Address of Firm: **This entire document must be returned)**

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Title: _____
Zip Code _____

FEL/FIN NO. _____ Phone: _____

Certified State Registered Minority Vendor: _____yes _____no

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia 2.2-4343.1* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

I.	Purpose.....	3
II.	Scope of Work.....	3
III.	EVA Business-to-Government Vendor Registration.....	4
IV.	General Terms and Conditions.....	4
V.	Special Terms and Conditions.....	10
VI.	Pricing Schedule.....	13
VII.	Method of Payment.....	14

I. **PURPOSE:** The intent and purpose of this Invitation for Bid (IFB) is to establish a firm fixed price term contract with a qualified contractor to provide **Refuse Collection and Recycling Services** for Northern Virginia Mental Health Institute (NVMHI), an agency of the Commonwealth of Virginia located at 3302 Gallows Road, Falls Church, Va. 22042.

II. **SCOPE OF WORK:**

The Contractor shall furnish and provide all labor, supervision, equipment, materials, supplies and landfill fees necessary to collect and dispose of refuse / recycling at the Northern Virginia Mental Health Institute. **Collection days for Trash / Refuse shall be Monday, Wednesday and Fridays. Collection days for Recycling shall be Twice a week Wednesday and Fridays.**

**To arrange site visit of the facility contact:
Keith Webster – Environmental Services Director (703) 207-7134**

The Contractor shall provide **Three (3) 8- yard, front-load containers for Trash/Refuse and One (1) 8-yard, front-load container for recycling.** The containers shall be designed to provide rodent-proof, animal-proof and wind-proof storage of trash. The NVMHI prefers the use of containers with plastic lids and have the capability of being locked. During the performance of an established contract the contractor shall maintain and ensure all containers are in good condition at all times.

The Contractor shall:

1. Exchange containers at no additional cost if the Agency determines containers are unsightly, damaged, or unusable.
2. The Contractor shall clean the container area(s) from solid waste spillage at the time of each dumping.
3. The Contractor shall place containers in area(s) designated or pre-determined by the Agency.
4. The Contractor shall provide competent driver(s) who possess a valid commercial driver's license (CDL). In addition, the Contractor shall provide adequate personnel on each truck to insure that refuse is disposed of in a timely and proper manner. And, to insure that all refuse collection containers and all staging areas are properly cleaned upon departure. The Contractor shall insure that its employees are uniformed and identified as such.
5. Should inclement weather conditions or challenges beyond the control of the Contractor interrupt or delay service, the Contractor shall:
 - Advise the Agency of the stoppage or delay in service, and
 - Confirm with Agency of the alternate pick-up date.
6. The Contractor shall provide in writing a Contract Manager assigned to account, to include phone, fax and pager number.

III. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The EVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the EVA Internet e-procurement solution either through the EVA Basic Vendor Registration Service or EVA Premium Vendor Registration Service. **All bidders MUST register in EVA; failure to register will result in the bid being rejected.**

- A. EVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- B. EVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Premium Vendor Registration Service includes all benefits of the EVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available

IV. GENERAL TERMS AND CONDITIONS:

- 1. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply - (804) 786-3842. The appeals and disputes procedures set forth in the *DMHMRSAS Standard Administrative Practices and Procedures Manual*, Chapter 5 – Contractual Services, are applicable to this contract. A copy of this chapter is available for review in the offices of the Purchasing Agency.
- 2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 3. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2. The Contractor shall include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently debarred.

7. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as non responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation shall be made only by addendum issued by the buyer.

10. **PAYMENT:**

- 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an Agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

11. **PRECEDENCE OF TERMS:** Paragraphs 1 – 10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. **QUALIFICATION OF OFFERORS:** The Commonwealth may make Such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such or Offeror fails to satisfy the Commonwealth that such or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services shall conform to the specifications.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency.

If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

18. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
19. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
20. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional named insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.
5. Health Care Practitioner – (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.), To be covered by Health Care Practitioner liability insurance which meets the minimum level required under §§ 8.01-581.15 of the Code of Virginia.

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate

Landscape/Architecture	\$ 500,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$ 100,000 per occurrence, \$ 300,000 aggregate

21. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agency will publicly post such notice on the NVMHI Opportunities Public Bulletin Board for a minimum of 10 days.
22. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a Drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
23. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The EVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the EVA Internet e-procurement solution either through the EVA Basic Vendor Registration Service or EVA Premium Vendor Registration Service. **All bidders MUST register in EVA; failure to register will result in the bid being rejected.**

- C. EVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- D. EVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. EVA Premium Vendor Registration Service includes all benefits of the EVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

V. SPECIAL TERMS AND CONDITIONS:

- A. AWARD: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making award.
- B. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Agency shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (30) days. At the end of the (30) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.
- G. CANCELLATION OF CONTRACT: The Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders/services issued prior to the effective date of cancellation.
- H. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- I. DELIVERY: State your earliest firm delivery date of containers: _____ 20____. This date may be a factor in making the award. .

- J. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing of any tools or materials installation of containers. The Agency will not assume any responsibility for receiving any shipments.
- K. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Agency's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- L. FINAL INSPECTION: At the conclusion of installation the contractor shall demonstrate to the authorized Agency representative that the containers are fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- M. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
 Name of Bidder/Offeror Due Date Time

 Street or Box Number IFB No./RFP No.

 City, State, Zip Code IFB/RFP Title

To: Charles Schefflien – Purchasing Office
 Northern Virginia Mental Health Institute
 3302 Gallows Road
 Falls Church, Virginia 22042

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- N. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have been given the opportunity to inspect the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. SUBCONTRACTING: No portion of this contract shall be subcontracted without the expressed written consent of the Agency. If any portion of the awarded contract is to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- Q. PRICE ESCALATION/DE-ESCALATION: Price adjustments under this contract shall be permitted only for changes in the Contractor's actual landfill cost of dumping refuse from Agency. Price escalation may be permitted upon written request and only where verified to the satisfaction of the Agency. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Agency. Contractor shall submit requests for landfill price increases to the Agency not less than thirty (30) days in advance of the proposed effective date. The Contractor's request shall document the amount and proposed effective date of any change in the contract price for landfill fees. Documentation supplied with the Contractor's request for increase shall verify that the requested price increase is based on new landfill fees. The Agency will notify the Contractor in writing of the effective date of any increase upon approval of the same. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day period.
- R. PRODUCT INFORMATION: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Agency to determine if the product offered meets the requirements of the solicitation. Failure to do so will cause the bid to be considered nonresponsive.
- S. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for 4 successive one year periods under the original terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- T. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- U. WORK SITE DAMAGES: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI.**PRICING SCHEDULE TRASH / REFUSE:**

MONTH	# OF TRASH REFUSE CONTAINERS	MINIMUM CAPACITY	FREQUENCY OF COLLECTION 3 X A WEEK	PRICE PER MONTH
JULY 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
AUG. 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
SEPT. 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
OCT. 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
NOV. 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
DEC. 2005	3	8 CUBIC YARDS	MON, WED, FRI.	
JAN. 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
FEB. 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
MAR. 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
APR. 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
MAY 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
JUNE 2006	3	8 CUBIC YARDS	MON, WED, FRI.	
TOTAL FIRST YEAR				\$

PRICING SCHEDULE RECYCLING:

MONTH	# OF RECYCLING CONTAINERS	MINIMUM CAPACITY	FREQUENCY OF COLLECTION Twice a Week; Wed. & Fri.	PRICE PER MONTH
JULY 2005	1	8 CUBIC YARDS	Twice a Week	
AUG. 2005	1	8 CUBIC YARDS	Twice a Week	
SEPT. 2005	1	8 CUBIC YARDS	Twice a Week	
OCT. 2005	1	8 CUBIC YARDS	Twice a Week	
NOV. 2005	1	8 CUBIC YARDS	Twice a Week	
DEC. 2005	1	8 CUBIC YARDS	Twice a Week	
JAN. 2006	1	8 CUBIC YARDS	Twice a Week	
FEB. 2006	1	8 CUBIC YARDS	Twice a Week	
MAR. 2006	1	8 CUBIC YARDS	Twice a Week	
APR. 2006	1	8 CUBIC YARDS	Twice a Week	
MAY 2006	1	8 CUBIC YARDS	Twice a Week	
JUNE 2006	1	8 CUBIC YARDS	Twice a Week	
TOTAL FIRST YEAR				\$

- The Agency reserves the right to add containers as needed at the firm fixed total cost fee as annotated below:

Description	Delivery – Pickup Fee	Landfill – Dumping Fee	Total Cost
30 yard Roll off			
8 yard front-load container			

As a representative of _____ I _____ agree on this _____ to _____

Company Name Print Name & Title Date

provide the required services as described herein at the above firm fixed rate.

VII. METHOD OF PAYMENT:

The Contractor shall be paid by the Agency within 30 days of receipt of proper invoices being submitted based on this pricing schedule. All invoices shall be for previous month services and shall reference assigned P.O. / Contract Number.

Invoices shall be sent to:

Northern Virginia Mental Health Institute
3302 Gallows Road
Falls Church, VA 22042
Attention: Business Office.